

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

<b>IN RE:</b>	)	
	)	
<b>CUMMINGS MANOOKIAN, PLLC,</b>	)	<b>Case No. 3:19-bk-07235</b>
<b>Debtor.</b>	)	<b>Chapter 7</b>
	)	<b>Judge Walker</b>
	)	
<b>JEANNE ANN BURTON, TRUSTEE,</b>	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>HAGH LAW, PLLC; AFSOON HAGH;</b>	)	
<b>and MANOOKIAN, PLLC,</b>	)	
	)	
<b>Defendants.</b>	)	<b>Adv. Proc. No. 3:20-ap-90002</b>
	)	

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**RESPONSE IN OPPOSITION TO MOTION TO COMPEL DISCOVERY RESPONSES  
FROM AFSOON HAGH AND HAGH LAW, PLLC**

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Defendants Hagh Law, PLLC (“Hagh Law”) and Afsoon Hagh (“Ms. Hagh”) respectfully file this Response in Opposition to Plaintiff Jeanne Ann Burton, Trustee’s (the “Trustee”) Motion to Compel Discovery Responses.

**I. Introduction**

The Trustee’s motion seeks to compel Hagh Law and Ms. Hagh to provide confidential information—protected by contract filed under seal in the Circuit Court for the 20th Judicial District—about the putative settlement of a case from which Cummings Manookian, PLLC (“Cummings Manookian”) withdrew *before it was filed* and is contractually prohibited from collecting an attorneys’ fee. The trial court found that attorney Brian Cummings had asserted a claim to a portion of the fee, which was contested and could be determined by separate proceeding,

but did not find that Cummings Manookian, PLLC had done so—a ruling the Trustee did not contest.

Other than sending one letter in March 2025, the Trustee made no effort to confer and attempt to resolve this dispute over the past three months, instead waiting until the discovery motion deadline to file the instant motion. Because it seeks confidential, sealed information about a putative settlement from which Cummings Manookian has no legal entitlement to collect a fee, the motion should be denied.

## **II. Argument**

On April 19, 2017, Cummings Manookian and clients Edward Goodwin and Bretton Keefer (the “Clients”) signed an attorney-client agreement (the “Agreement”) relating to a lawsuit in which Cummings Manookian agreed to represent the Clients on a contingency fee basis. The Agreement stated that if the Clients discharged Cummings Manookian, the firm was entitled to collect its advanced costs and a reasonable fee from the proceeds of any future recovery on a quantum meruit basis. Ex. 1 (April 19, 2017, Attorney-Client Agreement) at 2-3. If Cummings Manookian withdrew from the representation, in contrast, the Agreement stated that the Clients would still be responsible for the payment of advanced costs—conspicuously omitting any mention of an entitlement to attorneys’ fees. *Id.* at 3.

Before the filing of the lawsuit, in September 2018, Brian Cummings withdrew from Cummings Manookian but continued representing the Clients through his own firm. In December 2018, Brian Manookian was suspended from the practice of law, leaving Cummings Manookian

without any attorneys. Cummings Manookian withdrew from the representation that month. The *Keefer v. Vanderbilt University Medical Center* case was filed on February 11, 2019.<sup>1</sup>

On August 23, 2019, Mr. Keefer signed a representation agreement with Manookian PLLC and Hagh Law PLLC, which expressly noted that the Cummings Manookian law firm “no longer exists.”<sup>2</sup> And in late 2020, Mr. Cummings’ new firm withdrew from the representation. After Brian Manookian was suspended from the practice of law a second time, Hagh Law and attorney John Edwards jointly represented Mr. Keefer, as memorialized in an April 26, 2021 Attorney-Client Agreement.<sup>3</sup> The case was resolved on the eve of trial in late October 2022.

Cummings Manookian was functionally dissolved as a law practice in December 2018, when Brian Manookian was suspended from the practice of law and withdrew the firm from the representation—all before the *Keefer* Complaint was drafted or filed—certainly before August 2019, when Mr. Keefer signed a representation agreement with Manookian PLLC and Hagh Law noting that Cummings Manookian no longer exists. Because the firm withdrew from the representation, it was not entitled to any fee in the *Keefer* case under the terms of its own agreement, and the Trustee should not be permitted to fish for funds from a confidential settlement involving a representation Cummings Manookian withdrew from before the case was even filed.

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<sup>1</sup> Brian Cummings signed the Complaint on behalf of Cummings Law and included Afsoon Hagh, mistakenly using “Cummings Manookian PLC” in the signature block.

<sup>2</sup> This agreement was marked as Exhibit 11 to the May 18, 2022, deposition of Afsoon Hagh and is designated “Confidential.” If the Court wishes to inspect it, a copy can be filed under seal.

<sup>3</sup> This agreement was marked as Exhibit 12 to the May 18, 2022, deposition of Afsoon Hagh and is designated “Confidential.” If the Court wishes to inspect it, a copy can be filed under seal.

To the extent the Court permits discovery into these matters, Hagh Law and Ms. Hagh can submit materials for the Court's *in camera* review documenting notice that must be given to other parties in the *Keefer* litigation before such materials are produced in litigation.

### **CONCLUSION**

Because the requested discovery seeks confidential, sealed information regarding a representation in which Cummings Manookian has no legal basis to recover a fee, the Trustee's motion should be denied.

Respectfully submitted,

/s/ John Spragens

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## **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that the foregoing was filed July 7, 2025 and served electronically upon all parties as indicated on the receipt issued by the Court's electronic filing system:

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